

A. G. Contract No. KR93 1932TRN
ECS File: JPA 94-05
JPA No.: 93-105
Project: G1050 32C
Section: Improve Old Hwy 279 ESP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into 8 October, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq to enter into this agreement
and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the Town.

3. The Town has requested Economic Strength Project (ESP)
funds in the amount of \$51,374.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the Town, and the
Transportation Board has approved the funding, for the
construction of improvements to Old Highway 279 to provide
improved access to area businesses, and aid in the retention
and development of local business, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18093</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/08/93</u>
<u>Richard H. Hoken</u> Secretary of State
By <u>Jicky V. Greenwood</u>

II. SCOPE

1. The Town will:

a. Insure the additional commitment of twenty nine and seven tenths percent (29.7%) of the total estimated Project cost, or \$21,698.00, whichever is more, from the Town or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the Town and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$51,374.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the Town ESP funds in the amount of \$51,374.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the Town by reason of state law under which funds for the Project are authorized to be expended.

2. The Town agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed seventy and three tenths percent (70.3%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Town of Camp Verde
Town Manager
PO Box 710
Camp Verde, AZ 86322

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA

Department of Transportation

By Carter Rogers
CARTER ROGERS
Mayor

By Harry A. Reed
HARRY A. REED
Director, Transportation
Planning Division

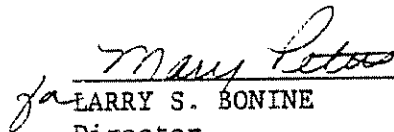
ATTEST:

By Dane Bullard
DANE BULLARD
Town Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of August 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Town of Camp Verde for the purpose of defining responsibilities for the pass through of Economic Strength Project funds for the Town to improve portions of Old Highway 279 to improve access to local businesses.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

RESOLUTION # 93-248

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAMP VERDE AUTHORIZING SIGNATURE OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF CAMP VERDE FOR THE PURPOSE OF RECEIVING ECONOMIC STRENGTH PROJECT FUNDS TO REPLACE THE CATTLE GUARD, RECONSTRUCT THE APPROXIMATELY EIGHT TENTHS OF A MILE OF THE WEST END OF OLD STATE ROUTE 279 TO PROVIDE IMPROVED ACCESS TO AN EXISTING RETAIL AND PROPOSED MANUFACTURING FACILITIES, AND AID THE RETENTION AND DEVELOPMENT OF LOCAL BUSINESSES.

WHEREAS, the Town of Camp Verde is desirous of undertaking the reconstruction of approximately eight tenths of a mile of Old Highway 279; and

WHEREAS, the State of Arizona is agreeing to provide funds not to exceed \$51,374.00 in assistance; and

WHEREAS, the STATE OF ARIZONA requires that all recipients of grant funds comply with all applicable understanding, assurances, statutes, regulations, and orders, as set forth in: The public works contracts in Arizona Revised Statutes, Section 12-1518.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Town Council of the Town of Camp Verde authorizes signature of an intergovernmental agreement between the State of Arizona and Camp Verde for the purpose of receiving Economic Strength Project funds to reconstruct and widen approximately eight tenths of a mile of Old State Route 279; and

THAT the Town of Camp Verde will comply with all applicable understanding, assurances, statutes, regulations, and orders, as set forth in Arizona Revised Statutes, Section 12-1518.

Passed and adopted by the Town Council of Camp Verde this 15th day of September, 1993.

ATTEST:


Dane Bullard, Town Clerk


Carter Rogers, Mayor

APPROVED AS TO FORM:

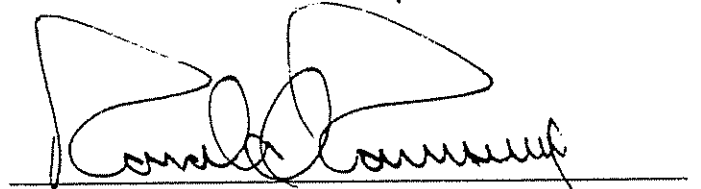

Ron Ramsey, Town Attorney

JPA 93--105

APPROVAL OF THE CAMP VERDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 22 day of Sept, 1993.

A handwritten signature in black ink, appearing to read "Donald L. ...", is written over a horizontal line.

Town Attorney

A large, handwritten flourish or signature in black ink, consisting of a large loop and a trailing line, is located below the signature line.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-1932-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of October, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8118G/99